



ENERGY & WATER
OMBUDSMAN SA

MEMORANDUM OF UNDERSTANDING

CONSUMER AND BUSINESS SERVICES

and

ENERGY AND WATER OMBUDSMAN (SA) LIMITED

December 2024

OFFICIAL

1. Purpose

- 1.1. This memorandum of understanding ("MoU") sets out arrangements to promote effective communication, co-operation and co-ordination between the Energy and Water Ombudsman (SA) Limited (the "Company" or the "Energy & Water Ombudsman SA") and Consumer and Business Services ("CBS") (together referred to as the "Parties") in performing their roles and functions in South Australia's energy and water industries. These arrangements aim to enhance the understanding of consumer protection issues, in relation to the national energy market and water industry, and the performance by the Ombudsman and CBS of their respective roles.
- 1.2. This MoU is a public document and communicates, in a transparent way to all stakeholders, the administrative arrangements that operate between the Parties.
- 1.3. This MoU replaces the Memorandum of Understanding between the Office of Consumer and Business Affairs and the Energy Industry Ombudsman (SA), dated April 2016.

2. Parties to the Understanding

2.1 Consumer and Business Services

The South Australian office of Consumer and Business Services has a strong consumer protection role and administers the *Fair Trading Act 1987 (SA)* and related Acts. Related Acts include various trade occupations in South Australia. CBS ensures that the laws it administers affecting consumers, traders and businesses in South Australia are fairly and effectively applied in South Australia. It takes a risk-based approach to its compliance and enforcement activities.

A key part of CBS's role involves providing advice to consumers about their rights and responsibilities and assisting to resolve consumer disputes by negotiation. CBS also takes compliance and enforcement action in relation to breaches of the legislation it administers.

2.2 Energy and Water Ombudsman (SA) Limited

The Energy & Water Ombudsman SA is an independent body established to investigate and resolve disputes between customers and their electricity, gas and water and sewerage providers in South Australia.

In summary the jurisdiction of the Energy & Water Ombudsman SA, as set out in the Constitution of the Company, extends to:

- the supply, or failure to supply electricity, gas or water and sewerage services;
- billing disputes;
- the administration of credit and payment services;
- disconnection and security deposits;
- land or property access;
- referrals from the Essential Services Commission of South Australia, the Australian Energy Regulator or the Office of the Australian Information Commissioner;
- behaviour of electricity, gas and water entity staff, contractors and agents including sales and marketing;
- complaints about acts or practices of the Scheme members that may be an interference with the privacy of an individual under the *Privacy Act 1988*; and
- other areas by agreement.

The functions of the Energy & Water Ombudsman SA do not extend to complaints relating to:

- electricity, gas, water or sewerage pricing policies and tariff structures;
- Government policies, legislation, licences and codes;
- commercial activities of members that are outside the scope of their licence;
- complaints that have already been considered by a Court, tribunal or arbitrator;
- Customer contributions to the cost of capital works; or
- disputes between Members of the Company.

3. Complaint Referral Arrangements

3.1 Referral of complaints

In recognition of the need to avoid duplication of effort between the Parties and to ensure a consistency of approach between them, the Commissioner, Consumer and Business Services ("CBS representative") and the Energy & Water Ombudsman SA ("Company representative") agree that:

- (i) The CBS representative and the Company representative will refer to each other matters which come to their attention and which relate to specific areas of interest and/or jurisdiction or function of the other, as agreed between them from time to time.
- (ii) Any such complaints received by the CBS representative will be emailed to the attention of the Company representative at: contact@ewosa.com.au.
- (iii) Any such complaints received by the Company representative will be emailed to the attention of the CBS representative at cbstenancyadvice@sa.gov.au

3.2 Advice to complainant

The CBS representative or the Company representative will advise the relevant complainant of their options to:

- (i) take their complaint directly to the other Party's representative; or
- (ii) with their consent, have their complaint, together with any information provided by the complainant in relation to the complaint, referred to the other Party's representative.

3.3 Information to accompany a referred complaint

The information to accompany a referred complaint is to include:

- ▶ copies of all documentation held by the referring Party's representative that relates to the complaint, or part of the complaint, being referred;
- ▶ advice on whether any part of the complaint being referred is also being referred to any other party for attention; and
- ▶ advice on whether the referring Party's representative intends to continue to deal with the complaint, or part thereof.

4. Confidentiality of information provided

It is acknowledged that confidentiality is to be maintained in accordance with any statutory or other legal requirements that apply to either Party. The CBS and Company representatives will take reasonable steps to prevent the unauthorised use or disclosure of confidential information.

5. Liaison

The CBS and Company representatives will meet intermittently, to consider:

- ▶ issues in relation to current complaint files or investigations;
- ▶ emerging regulatory issues of mutual interest to the parties;
- ▶ current matters of mutual interest to the parties; and
- ▶ other matters or activities which may involve an overlap in jurisdiction or give rise to duplication of effort by the Parties.

The Parties will keep each other briefed on other areas of joint interest.

The CBS and Company representatives will, from time to time, consider whether there is a need for joint research on issues of mutual interest within their respective mandates, or other joint activities, including the provision of information or reports to the public and, if so, undertake such research and share results, or conduct such other joint activities.

6. Review

This MoU is ongoing and can be reviewed upon initiation by either of the signatories or their respective representatives.

In the event of any disagreement between the Parties as to the implementation of this MoU or the performance of their respective functions, powers and duties, the Parties (through their representatives) will seek to resolve the matter in accordance with the objectives of this MoU.

7. Legality

This MoU is not intended to be legally binding on the Parties or the CBS or Company representatives.

8. Delegation

The CBS and Company representatives can delegate their responsibilities under this MoU to another employee of their organisation, provided that notice of that delegation is given to the other Party's representative.

9. Public Availability

This MoU may be published on the CBS and the Energy & Water Ombudsman SA websites.

Dated this 27th day of November 2024



Steph Halliday

Commissioner
Consumer and Business Services



Sandro Canale

Energy & Water Ombudsman SA